

REQUEST FOR PROPOSALS

CERTIFIED COURT INTERPRETERS (SPANISH)

RFP-16-038890



**CITY OF MARIETTA
PURCHASING DEPARTMENT
205 Lawrence Street
Marietta, Georgia
30060**

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CERTIFIED COURT INTERPRETER (SPANISH)**

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INSTRUCTIONS TO PROPOSERS FOR INVITATION FOR PROPOSALS

ARTICLE 1 TIME AND DATE DUE

The City of Marietta, a political subdivision of the State of Georgia (hereinafter "City of Marietta" or the "City") shall receive sealed proposals from individuals, corporations, partnerships, and other legal entities organized under the laws of the State of Georgia or authorized to conduct business in the State of Georgia until 11:00 A.M., Tuesday, May 31, 2016 for the following:

**CERTIFIED COURT INTERPRETER (SPANISH)
RFP-16-038890**

All proposal requirements shall be in accordance with Specifications and Guidelines (Pages S-1) dated April 27, 2016 and attached hereto.

All pricing relative to this proposal document shall be completed on the Proposal Pricing Form, Page PF-1, attached hereto.

ARTICLE 2 OPENING LOCATION & TIME

Names of vendors submitting proposals shall be read at 11:00 A.M., Tuesday, May 31, 2016 at the City of Marietta Purchasing Department, First Floor, 205 Lawrence Street, Marietta, Georgia 30060. The City will not be responsible for late deliveries or delayed mail. The time/date stamp clock located in the Purchasing Department shall serve as the official authority to determine lateness of any bid. The bid opening time shall be strictly observed. Under no circumstance shall bids delivered after the specified time be considered. Such bids will be returned unopened.

ARTICLE 3 DELIVERY REQUIREMENTS

Any proposals received after the stated time and date shall not be considered. It shall be the sole responsibility of the proposer to have their proposal delivered to the City of Marietta Purchasing Department for receipt on or before the above stated time and date. If a proposal is sent by the U.S. Postal Service, the proposer shall be responsible for its timely delivery to the Purchasing Department. Proposals delayed by the mail shall not be opened at the public opening, and arrangements shall be made for their return at the proposer's request and expense.

ARTICLE 4 CLARIFICATION & ADDENDA

Each proposer shall examine all invitation for proposal documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions, or requests concerning interpretation, clarification or additional information pertaining to the invitation to proposal shall be made through the City of Marietta, Purchasing Department. The City shall not be liable for oral interpretations given by any

City employee, representative, or others. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.

If any addenda are issued to this invitation for proposal, the City shall attempt to notify all prospective proposers who have secured the same, however, it shall be the responsibility of each proposer prior to submitting their proposal to contact the City of Marietta, Purchasing Department at (770) 794-5697 or via email at sdrewry@mariettaga.gov to determine if any addenda were issued and to make sure such addenda is a part of their proposal. EACH PROPOSER SHALL ACKNOWLEDGE IN ITS PROPOSAL ALL ADDENDA RECEIVED.

ARTICLE 5 USES, CLARIFICATION AND RETURN OF DRAWINGS AND SPECIFICATIONS

All Drawings and Specifications for the work are the sole property of the Owner and intended solely for use in the work contemplated in such Drawings and Specifications. Except for a proposer whose proposal is accepted, said Drawings and Specifications shall be returned in good condition immediately upon receipt of notification that a proposal has been accepted or that no award of said proposal shall be accepted.

If there are any discrepancies in, or omissions from, the Drawings or Specifications, or if the proposer is in doubt as to the true meaning of any part of the Contract Document, he shall request clarification from The Purchasing Department. Such request shall be in writing and shall be made not less than forty-eight hours prior to the time scheduled for the termination of proposal. Interpretations in response to inquiries for any proposer, clarifications or corrections issued in the form of addenda shall be mailed to each proposer. If the proposer fails to request clarification regarding methods of performing work or the material required, his proposal shall be deemed to include the method requiring the greater quantity of work or material or upon the material of greatest cost indicated.

ARTICLE 6 BUSINESS LICENSE /OCCUPATIONAL LICENSE

The proposer shall provide appropriate proof of an Occupational Tax license

ARTICLE 7 SEALED & MARKED

THREE SIGNED COPIES OF YOUR PROPOSAL, ONE ORIGINAL AND TWO COPIES, SHALL BE SUBMITTED IN ONE PACKAGE INCLUDING YOUR SIGNED PROPOSAL AND IN A SPERATE ENVELOPE FOR PRICING, CLEARLY MARKED ON THE OUTSIDE:

**REQUEST FOR PROPOSAL
NO. RFP-16-038890
Certified Court Interpreter (Spanish)**

addressed and send both in same envelope to:

**City of Marietta, Purchasing Department
205 Lawrence Street
Marietta, Georgia 30060
Attention: Shelly Drewry**

ARTICLE 8 LEGAL NAME

Proposals shall clearly indicate the legal name, address and telephone of the respective proposer (company, firm, partnership, individual). Proposals shall be signed above the typed or printed name and title of the signer. The signer shall have the authority to bind the proposer to the submitted proposal.

ARTICLE 9 PROPOSAL EXPENSES

All expenses for making proposals to the City are to be borne by the proposer.

ARTICLE 10 IRREVOCABLE OFFER

Any proposal may be withdrawn up until the date and time set above for the opening of proposal. Any proposal not withdrawn shall, upon opening, constitute an irrevocable offer for a period of 90 days to sell to The City of Marietta the goods or services set forth in the attached specifications until one or more of the proposals have been duly accepted by the City. All prices shall be quoted F.O.B. City of Marietta, Georgia.

Proposal modifications shall be accepted from a proposer only if received prior to the scheduled proposal opening, in writing, properly signed by the authorized representative of the proposer's (company, firm, partnership, individual). Proposal modifications shall be submitted as referenced in Article No. 8 and clearly marked "PROPOSAL MODIFICATIONS."

Mathematical errors shall be corrected by the City, i.e.: misplaced decimal points shall be corrected; in discrepancies between unit price vs. extended price, unit price shall govern; errors in extension of unit prices shall be corrected and mathematical errors shall be corrected.

ARTICLE 11 RESERVED RIGHTS

The City reserves the right to accept or reject any and or all proposals, to waive irregularities and technicalities, award the contract in the best interest of the City of Marietta or to request re-proposal. The City reserves the right to accept all or any part of the proposal and to increase or decrease quantities to meet additional or reduced requirements of the City

For each item or for all items combined, the proposal of the lowest, responsible and responsive proposer shall be accepted, unless all proposals are rejected. The lowest responsive proposer shall mean the proposer who makes the lowest proposal to sell goods and/or services of a quality which conforms closest to the quality of goods/and or services set forth in the attached specifications or otherwise required by the City, and conforms to all material aspects of the requirements set forth in the invitation for proposal. To be a responsible proposer, the proposer shall be fit and capable to perform the work as required,

shall have the capability in all respects to perform fully the contract requirements, and shall have the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit, which shall assure good faith performance. Also, the City reserves the right to make such investigations as it deems necessary to determine the ability of any proposer to deliver the goods or service requested.

The proposer shall provide information the City deems necessary to make this determination. Such information may include, but shall not be limited to current financial statements; verification of availability of equipment and personnel; and past performance records.

ARTICLE 12 APPLICABLE LAWS

Proposers shall be authorized to transact business in the State of Georgia. All applicable laws and regulations of the State of Georgia and ordinances and regulations of the City of Marietta shall apply to any resulting agreement.

ARTICLE 13 CODES OF ETHICS

With respect to this proposal, if any proposer violates or is a part to a violation of the State of Georgia, Code of Ethics for Public Officers and Employees, such proposer may be disqualified from furnishing the goods or services for which the proposal is submitted and shall be further disqualified from submitting any future proposals for goods or services for the City of Marietta.

ARTICLE 14 COLLUSION

By offering a submission to this invitation for proposal, the proposer certifies that the proposer has not divulged to, discussed or compared his proposal with other proposers and has not colluded with any other proposer or parties to this proposal whatsoever. Also, proposer certifies, and in the case of a joint proposal each party thereto certifies as to his/her own organization, that in connection with this proposal:

- 14.1 Any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices and or cost data, with any other proposer or with any competitor;
- 14.2 Any prices and/or cost data quoted for this proposal have not been knowingly disclosed by the proposer and shall not knowingly be disclosed by the proposer prior to the scheduled opening directly or indirectly to any other PROPOSER or to any competitor;
- 14.3 No attempt has been made or shall be made by the PROPOSER to induce any other person or firm to submit a proposal for the purpose of restricting competition;
- 14.4 The only person or persons interested in this proposal, principal/principals is/are named therein and that no person other than therein mentioned has any interest in his proposal or in the contract to be entered into; and

- 14.5 No person or agency has employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or established commercial agencies maintained by the Purchaser for the purpose of doing business.

ARTICLE 15 CONTRACT FORMS

Any agreement, contract or Purchase Order resulting from the acceptance of a proposal shall be on forms provided by the City. Each proposer shall state in his proposal, in words and numerical, written in ink or typed, the price for which he shall perform the work or supply the items required by the specifications, plans and contract documents. Any erasures, delineations or alterations are to be clear and initialed by the person signing.

ARTICLE 16 NOTICE OF ACCEPTANCE

Owner shall notify the successful proposer of its acceptance of the proposal by depositing an executed copy thereof in the United States mail. Such notice shall be sent by certified mail, with postage prepaid, to the name and address of such proposer as stated in the proposal. Unsuccessful proposers shall be notified first-class mail.

ARTICLE 17 PROPOSAL FORMS, VARIANCES, and ALTERNATES

Proposals shall be submitted on attached City forms. **PROPOSERS SHALL SUBMIT PROPOSAL DOCUMENTS, ALL DOCUMENTS REQUIRING SIGNATURES AND ANY OTHER ATTACHMENTS (LICENSES, SPECIFICATIONS, ETC.) REQUIRED FOR THIS PROPOSAL IN TRIPLICATE WITH ORIGINAL SIGNATURES WHERE APPLICABLE.**

Proposers shall indicate any and all variances/exceptions from the City requested specifications, terms, and conditions on sheet entitled **“EXHIBIT B”** Providing there has been no variances/exceptions or alterations attached to said proposal, it shall be assumed that the proposer is meeting all requirement of the specifications. Alternate proposals may or may not be considered at the sole discretion of the City.

ARTICLE 18 DISCOUNTS

Any and all discounts shall be incorporated as a reduction in the proposal price and not shown separately. The price as shown on the proposal shall be the price used in determining awards.

ARTICLE 19 DESCRIPTIVE INFORMATION

Unless otherwise specifically provided in the specifications, reference to any equipment, material, article or patented process, by trade name, make or catalogue number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. If the proposer wishes to make substitution to the specifications, proposer shall furnish to the City the name of the manufacturer, the model number, and other identifying data and information necessary to aid the City in evaluating the substitution, and such substitution shall be subject to City approval. Substitutions shall be approved only if determined by the City to be equivalent to the specifications. A proposal containing a substitution is not accepted until such time as it is approved by the City.

ARTICLE 20 TAXES

The City of Marietta is exempt from Federal Excise and State Sale Taxes; therefore the proposer is prohibited from delineating a separate line item in his proposal for any sales or service taxes. The City of Marietta does not intend to imply that a proposer has no independent tax liability.

ARTICLE 21 USE OF TRADE NAMES

Brand or trade names referenced in specifications are for comparison purposes only. proposers may submit proposals on items manufactured by other than the manufacturer specified. In these instances, proposals shall be accompanied with all descriptive information necessary for a thorough evaluation of the proposed materials, equipment such as detailed drawings and specifications, certified operation and test data, and experience records, as well as an itemized list of any variance from, or exception taken to the specifications.

Failure of any proposer to furnish this data shall be cause for rejection of specified item(s) to which it pertains.

ARTICLE 22 REGULATIONS, CODES AND STANDARDS

It shall be the responsibility of each supplier to assure compliance with any and all Codes & Standards including but not limited to OSHA, EPA LIFESAFETY, ANSI ASTM, UA and/or other Federal or State of Georgia rules, regulations or other requirements, as each may apply.

When applicable, and as required under the provisions of Georgia's Right-To-Know-Law, the manufacturer, importer or distributor of a toxic substance shall provide a material safety sheet with the proposal.

ARTICLE 23 AUTHORIZED PRODUCTION REPRESENTATION

The successful proposer(s) by virtue of submitting the name and specifications of a manufacturer's product shall be required to furnish the named manufacturer's product. By virtue of submission of the stated documents it shall be presumed by the City that the proposer(s) is/are legally authorized to submit, and the successful proposer(s) shall be legally bound to perform according to the documents.

ARTICLE 24 EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

The City of Marietta, Marietta, Georgia, in accordance with the provisions of Title VI of The Civil Rights Act of 1964(78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all proposers that it shall affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises shall be afforded full opportunity to submit proposals in response to this advertisement and shall not be discriminated against on the grounds of race, color, disability or national origin in consideration for an award.

ARTICLE 25 DRUG FREE WORKPLACE

The City of Marietta is a DRUG FREE WORKPLACE. It is strongly suggested that the attached Drug Free Workplace Form (Exhibit A) be signed and returned to this office with the proposal. In the event of a tie proposal, receipt of a valid and accurate form may be used as basis for awarding the contract.

ARTICLE 26 PROPOSAL GUARANTEE (NOT APPLICABLE FOR THIS PROPOSAL)

ARTICLE 27 CONFIRMATIONS ON PROPOSALS

PROPOSERS INTERESTED IN RECEIVING A COPY OF THE PROPOSAL TABULATION/EVALUATION SHEET SHOULD ENCLOSE A STAMPED, SELF-ADDRESSED ENVELOPE WITH THEIR PROPOSAL. ALLOW THIRTY (30) DAYS MINIMUM FOR A REPLY.

ARTICLE 28 INDEMNIFICATION, AND LIABILITY

Owner requires the vendor to have and maintain the following insurance coverage and indemnification provisions:

A. **INDEMNIFICATION**

The Contractor agrees to indemnify and save harmless the Owner, its agents, assigns, and employees from and against all claims, demands, liabilities, suits, judgments and decrees, losses and costs and expenses of any kind or nature whatsoever on account of injuries to or death of any person or persons or damage to any property occurring directly or indirectly from performance of work hereunder by contractor or his employees, agents, servants, associates or subcontractors however such injuries or death or damage to property may be caused.

B. **LIMITATIONS OF LIABILITY**

Owner shall not be liable in contract or in tort (including negligence) to Vendor, subcontractor or suppliers of Vendor, regardless of tier, for incidental or consequential damages arising out of or resulting from Owner's performance or nonperformance of its obligations under this Agreement, or from Owner's termination or suspension of the services under this Agreement.

EXHIBIT 1

Drug Free Work Place Certification

Identical Tie Proposals - Preference shall be given to businesses with drug-free workplace program. Whenever two or more proposals which equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that has implemented a drug-free work place program shall be given preference in the award process. Established procedures processing tie proposals shall be followed if none of the tied vendors have drug-free workplace program. In order to have a drug-free workplace, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of controlled substances is prohibited in the workplace and specifying the actions that shall be taken against employees for violation of such prohibition.**
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.**
- 3) Give each employee engaged in providing the commodities of contractual services that are under proposal a copy of the statement specified in the subsection (1).**
- 4) In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or contractual services that are under proposal, the employee shall abide by the terms of the statement and shall notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later that five (5) days after such conviction.**
- 5) Impose a sanction on, or require that satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.**
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.**

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

COMPANY NAME

AUTHORIZED SIGNATURE

EXHIBIT B
ALTERATIONS /EXCEPTIONS

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of THE CITY OF MARIETTA, GEORGIA has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Name of Project

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, ___, 201__ in _____(city), _____(state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 201__.

NOTARY PUBLIC

My Commission Expires:

Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with _____ (name of subcontractor) on behalf of THE CITY OF MARIETTA, GEORGIA has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice of receipt of an affidavit from any sub-subcontractor that has contracted with a sub-subcontractor to forward, within five business days of receipt, a copy of such notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor

Name of Project

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, ____, 201__ in _____(city), _____(state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 201__.

NOTARY PUBLIC

My Commission Expires:

Sub-subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(4)

By executing this affidavit, the undersigned sub-subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract for _____ (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract) and _____ (name of contractor) on behalf of THE CITY OF MARIETTA, GEORGIA has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub-subcontractor with the information required by O.C.G.A. § 13-10-91(b). The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to _____ (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Additionally, the undersigned sub-subcontractor will forward notice of the receipt of any affidavit from a sub-subcontractor to _____ (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Sub-subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Sub-subcontractor

Name of Project

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, ____, 201__ in _____(city), _____(state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE _____ DAY OF _____, 201__.

NOTARY PUBLIC

My Commission Expires: _____

EXHIBIT C

REQUIREMENTS

SCOPE OF WORK

The City of Marietta Georgia is requesting proposals for a Spanish Court Interpreter for the City of Marietta Municipal Court.

The successful vendor shall be awarded a base one year contract with three (3) one-year options to renew.

VENDOR REQUIREMENTS

A. Vendors shall provide interpreters with valid license for **Certified Interpreter** issued by the Georgia Commission on Interpreters. To maintain continuity within the court operations, vendor shall make every effort to provide the same **Certified Interpreter** for each court session. However, after award of contract, should the **Certified Interpreter** become unavailable due to illness, vacation, termination or non-renewal of license, vendor may provide interpreter with valid license for **Conditionally Approved Interpreter** issued by the Georgia Commission on Interpreters. In instances of such, the vendor shall file with the court written certification that a diligent effort to provide **Certified Interpreter** has been unsuccessful. Such certification must be filed during each occurrence vendor is unable to locate **Certified Interpreter**. After the contract is awarded a copy of the interpreter license certificate issued by the Georgia Commission on Interpreters for each interpreter you elect to provide services to the court shall be filed with the Clerk of the Marietta Municipal Court. Vendor shall also be responsible for filing with Marietta Municipal Court renewals of license certificate of each interpreter provided. Questions concerning the certified or conditionally approved interpreter license requirements shall be directed to the Georgia Commission on Interpreters at 404-463-6478.

Interpreter will be required to appear in court each arraignment session per published court calendar. (Normally each Wednesday beginning at 1:30 pm and each Thursday beginning at 8:00 am) and shall remain until dismissed by the court (typically 3 - 4 hours).

Interpreter may be required, as needed, to appear for one or two non-jury court sessions per month. (Normally Wednesday beginning at 8:30 am and Thursday beginning at 1:30 pm) and remain until dismissed by the court (typically 2 – 3 hours) The court will provide not less than 12 hour advance notice of required appearance.

List your qualifications on a separate sheet of paper. Include your certifications, career history, professional affiliations, skills and two references, (preferably court related).

B. Pricing

1. **Please put your pricing information in a separate envelope within your main proposal envelope and marking it "Pricing". You may use the PF-1 for this purpose. Pricing should be described by indicating the per hour or per day rate. For the purposes of this contract, per day is described as the arrival time at the court by the interpreter to the dismissal time by the court; per hour is determined as arrival time at the court by the interpreter to dismissal time by the court.**

III. **EVALUATION OF PROPOSALS**

- A. Members of a selection committee shall review the submitted proposals. The names of the selection committee and their evaluations shall be confidential.
- B. The selection committee will review the proposals based on the evaluation criteria listed below and from this review will select the vendor based upon the best interests of the City.
- C. The proposals shall be evaluated on the following criteria:
 1. Certification 40%
 2. Career History 30%
 3. Professional Affiliation 10%
 4. Skills 10%
 5. References 10%

SAMPLE ONLY

CITY OF MARIETTA ANNUAL BLANKET ORDER CONTRACT CONTRACT # _____

Made this _____ day of _____ in the year of Two Thousand Sixteen

FOR: Certified Court Interpreters

BETWEEN the Purchaser:

City of Marietta
205 Lawrence Street
Marietta, Georgia 30060

herein called the “Purchaser”

and the Seller:

Herein called the “Seller”

The Purchaser and Seller agree as set forth below.

ARTICLE 1: ACCEPTANCE OF CONTRACT

- 1.0 The terms and conditions of this contract supersede those of Seller’s quotation and are not to be superseded by any contrary or additional terms and conditions stated in Seller’s quotation or acknowledgment or other document unless specifically agreed to in writing to this agreement by the City of Marietta.

ARTICLE 2: SCOPE OF WORK

- 2.0 The seller shall provide to the Purchaser certified court interpreters according to the specifications attached hereto and in accordance with pricing of _____ per day, as well as the Purchaser’s terms and conditions as outlined in this contract. Other items may be added as needed and agreed upon by the Seller and the Purchaser.

ARTICLE 3: CONTRACT DURATION

- 3.1 The contract shall run for one year beginning July 1, 2016 and continuing through June 30, 2017 with an option to extend the contract period by mutual agreement between the Purchaser and the Seller, for three (3) additional one-year periods.

ARTICLE 4: CONTRACT PRICES

- 4.1 All prices are to remain firm through the contract period. Seller warrants that the prices quoted hereunder are the lowest prices for these or similar articles that are sold by the Seller to other customers, and in the event of any price reduction between the execution of the purchase order and delivery of the goods, Purchaser shall be entitled to such reduction.
- 4.2 The Contract amount may be adjusted for any of the following options (listed if applicable) as accepted by the Owner and by issuance of Change Order to the Contract Documents.

ARTICLE 5: PAYMENTS

- 5.1 The Purchaser shall pay the Seller in current funds for all supplies and/or services within thirty (30) days of receipt of invoice from Seller.

ARTICLE 6: DELIVERY

The Purchaser's purchase order number and the Seller's name must appear on all invoices and correspondence with the Purchaser.

ARTICLE 7: WARRANTY

- 7.1 The Seller warrants that the services supplied hereunder shall be in accordance with specifications.

ARTICLE 8: QUALITY GUARANTEE

- 8.1 The Seller shall be responsible for attorney fees in the event the Seller defaults and court action is required.

ARTICLE 9: REMEDIES

- 9.1 Regardless of whether services are being sold or leased or whether services are being performed the Seller and Purchaser agree that both parties have all the Uniform Commercial Code rights, duties, and remedies available, as well as all remedies allowed by law and the Purchase Order

ARTICLE 10: MODIFICATIONS

- 10.1 No modifications in prices, delivery methods or schedule, quality, quantity, specifications, or any other term of the contract shall be effective unless agreed to in writing, signed by Purchasing Manager.

ARTICLE 11: TERMINATION FOR THE CONVENIENCE OF THE PURCHASER

- 11.1 Purchaser may terminate at any time, this Contract in whole or part for its convenience by written notice to the Seller. In such event, Seller shall be entitled to reasonable termination charges which reflect the percentage of the work performed prior to termination of the contract. In no event shall Purchaser be liable for cancellation charges in excess of the Contract Price(s), or unabsorbed shop overhead or anticipatory profit.

ARTICLE 12: TERMINATION FOR CAUSE

- 12.1 Purchaser may terminate this contract for cause in the event of a default by Seller. In such event, the Purchaser shall not be liable to Seller for any amounts, and Seller shall be liable for and shall hold Purchaser harmless from any damage occasioned by Seller's breach or default.

ARTICLE 13: ENTIRE AGREEMENT

- 13.1 The purchase order and any documents referred to on the face thereof constitute the entire agreement between the parties and can only be modified by a change order/addendum signed by both parties. No part of this contract shall be assigned or subcontracted without the written approval of the Purchaser. Any monies due Purchaser from Seller can be off set from any monies due Seller from Purchaser whether or not under this contract. Purchaser's failure to insist on any right shall not operate as a waiver of any other right. Time is of the essence of this contract.

ARTICLE 14: EQUAL EMPLOYMENT OPPORTUNITY

- 14.1 The Seller by acceptance of this Contract, does agree that in providing the goods and services covered under the bid or contract not to discriminate in any way against any person or persons or refuse employment of any person or persons on account of color, religion, national origin, or sex. Seller further warrants that all goods supplied hereunder shall have been produced in compliance with and Seller agrees to be bound by all applicable federal, state, and local laws, orders, rules and regulations.

ARTICLE 15: DRUG-FREE WORKPLACE

- 15.1 If Seller is an individual, he or she hereby certifies that he or she will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this contract.
- 15.2 If Seller is an entity other than an individual, it hereby certifies that:
- A. A drug-free workplace will be provided for the Seller's employees during the performance of this contract; and
 - B. Seller will secure verification from any Subcontractor hired to work for the Seller on this contract that said Subcontractor has provided its employees a drug-free workplace during the performance of this contract.

ARTICLE 16: INDEPENDENT CONTRACTOR

Contractor agrees to perform the work as an independent contractor and not as a subcontractor, agent or employee of the City of Marietta/BLW. Contractor shall at all times act as an independent contractor in performing the work under this contract, including any additions thereon, and shall furnish all supervision and direction required to complete this work. The contractor will agree that no person supplied by it in the performance of the contract are employees of the City/BLW, and further agree that no rights of City/BLW employment, including civil service, retirement, or personnel rules accrue to such persons. The contractor shall have total responsibility for all salaries, wages, bonuses, retirement, withholdings, workers' compensation, occupational disease compensation, unemployment compensation, and other benefits, taxes and premiums appurtenant thereto concerning such persons provided by such contractor in the performance of such contract and shall save and hold the City/BLW harmless with respect thereto.

The Purchaser and Seller for themselves and their successors, executors, administrators, and assigns agree to the full performance of this agreement.

IN WITNESS WHEREOF we have executed the agreement on the date written below.

Purchaser: City of Marietta

Seller: _____

Date: _____

Name

Approved:

Title

William F. Bruton, Jr.
City Manager

Witness

Attest:

Date

Stephanie Guy, City Clerk

**CITY OF MARIETTA/BOARD OF LIGHTS AND WATER
PROPOSAL FORM FOR CERTIFIED COURT INTERPRETERS**

RFP-16-038890

ITEM NO.	UNIT MEASURE	DESCRIPTION	PRICE PER COURT DATE/ or PER HOUR
1.	Per Day	Certified or Qualified Court Interpreters for Spanish (price per court date)	\$_____
2	Per Hour	Certified or Qualified Court Interpreters for Spanish (price per court hour)	\$_____

Bid submitted by:

Company Name:

Address:

City, State, Zip:

Authorized Signature:

Print Name:

Telephone:

_____ Fax:_____

Date
